
**INVITATION FOR BIDS (IFB)
SOLICITATION NO. O-873-00**

**WASTE DISPOSAL CONTAINERS/SERVICES
AUTHORITY-WIDE**



**CHATTANOOGA HOUSING AUTHORITY
CHATTANOOGA, TN**

Equal Opportunity Employer

Equal Opportunity Housing

Invitation for Bids Issued on March 12, 2020
Bids Due by 4:00 P.M. EDT on March 26, 2020

IFB No. O-873-00

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Attachment	Description
A	Bid (Envelope) Cover Sheet
B	Bid Form
C	Fixed Fee Schedule (<i>See 2 Bid Tables on Bonfire</i>)
D	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
E	Profile of Firm
F	Corporate/Partnership Certification
G	Iran Divestment Act Certification
H	CHA Housing Developments
I	Contract Form. (Sample only - HA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HA feels are in its best interest.)

INTRODUCTION

The Chattanooga Housing Authority (CHA or HA) is a public entity that was formed in 1938 to provide federally subsidized housing and housing assistance to low-income families within the Chattanooga area. The CHA has a staff of 140 people who are responsible for the administration of the Low-Income Public Housing Program (LIPH) and the Housing Choice Voucher Program (HCVP). The CHA is governed by a seven-member Board of Commissioners, all of whom are appointed by the Mayor of Chattanooga, TN. The Board is responsible for the creation and oversight of policies for the CHA. The CHA is subject to the requirements of Title 2 of the Code of Federal Regulations (CFR), §200.317-200.326, and the CHA's Procurement Policy.

It is a large housing authority with a portfolio consisting of 14 LIPH communities with a total of 2,656 units scattered through the City of Chattanooga. The CHA also administers a total of 3,748 vouchers under the HCVP within Hamilton County.

In keeping with its mandate to provide efficient and effective services, the CHA is now soliciting bids from qualified entities to provide Waste Containers and Disposal Services for the Authority's public housing sites and offices. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in their entirety.

IFB INFORMATION AT A GLANCE

HA CONTACT PERSON - Purchasing Agent (PA)	Debbie Chadwick, Phone/Fax: 423-752-4192, dchadwick@chahousing.org
HOW TO OBTAIN THE IFB DOCUMENTS ON CHA'S INTERNET SITE <i><u>Offeror is responsible for downloading/reviewing all referenced documents in the IFB (certifications, instructions, mandatory clauses, etc.)</u></i>	<ol style="list-style-type: none"> 1. Access www.chahousing.org. 2. Click on "Doing Business with CHA" at the top. 3. Click on the correct solicitation under "RFP/Bids." 4. Most of the referenced IFB documents may be found in this area, too. (Non-Construction Contracts, Forms, Section 3, & Iran Divestment Act)
<u>DEADLINE FOR QUESTIONS</u>	Questions should be submitted in writing through the Bonfire website by <u>12:00 PM EDT on March 19, 2020</u> ; addenda to the IFB will be issued as necessary.
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID	As instructed within Section 3.3 of the IFB document, submission of 1 complete Electronic proposal in pdf/A (Archival) format (except Fixed Fee Schedule shall be submitted in 2 Bid Tables on Bonfire website) at https://chahousing.bonfirehub.com is mandatory. <u>Log on to register as soon as possible. Submit your proposal through their website per directions.</u> Documents may be deleted, revised, and reposted at any time before the final deadline. Original signature hard copy will be required from the awardee(s) only.
<u>BID SUBMITTAL DEADLINE</u>	<u>Thursday, March 26, 2020, 4:00 PM EDT</u> Per Procurement Department: The complete proposal and Fixed Fee Schedule (Bid Tables) must be posted on the website given above no later than 4:00 pm on this date.
<u>ANTICIPATED START OF CONTRACT</u>	Goal is May 1, 2020

1.0 HA'S RESERVATION OF RIGHTS:

1.1 The HA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the HA to be in its best interests.

1.2 The HA reserves the right to request oral information or additional written documentation to supplement any or all written bids.

1.3 The HA reserves the right to require bidder to submit financial statements.

1.4 The HA shall reserve the right to, at any time during the IFB or contract process, prohibit any further participation by a Bidder or reject any bid submitted that does not conform to any of the requirements detailed herein, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.

1.5 The HA shall have no obligation to compensate any proposer for any costs incurred in responding to this IFB.

1.6 The HA will reject the bid of any Offeror who is debarred by the US Department of Housing and Urban Development (HUD) from providing services to public housing authorities and reserves the right to reject the bid of any Offeror who has previously failed to perform any contract properly for any purchaser or to complete on time contracts of a similar nature, who is not in the position to perform the contract, or who has neglected the payment of bills or other-wise disregarded its obligations to clients, purchasers, subcontractors, materialmen, or employees.

1.7 By accessing the internet site and downloading this document or otherwise obtaining this document, each prospective Proposer is thereby agreeing to abide by all terms and conditions listed within this document (or included by reference) and within the noted Internet site, and further agrees that he/she will inform the HA PA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed by the deadline for questions given above. Failure to abide by this timeframe shall relieve the HA, but not the prospective Proposer, of any responsibility pertaining to such issue.

1.8 The HA reserves the right to negotiate the fees proposed.

1.9 The HA reserves the right to retain all bids submitted and not permit withdrawal for a period of ninety (90) days subsequent to the deadline for receiving bids without the written consent of the HA Contracting Officer (CO).

1.10 The HA intends to award one or more Indefinite Delivery Indefinite Quantity (IDIQ) contracts to the responsible respondent(s) submitting the bid(s) which is/are most advantageous to the HA based on compliance with this IFB and Addenda. The contract(s) will be for a period of two (2) years with a renewal option for one (1) additional three-year (3-year) period for a total potential term not to exceed five (5) years. The HA reserves the right to make a partial award, split award, or no award.

1.11 The HA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this IFB.

1.12 The HA reserves the right to terminate any contract awarded pursuant to this IFB at any time, in part or in whole, for its convenience upon ten (10) days' written notice to the successful proposer(s).

1.13 The HA's rights under this Contract may, at the HA's sole discretion, be assigned per site to another entity such as a subsidiary of the HA or a management partner of the HA.

1.14 **Availability of Funds:** In the event funds necessary to finance the purchase of the services are not available, the HA may, upon no less than twenty-four (24) hours, give notice in writing to the firm. Said notice shall be delivered by certified mail, return receipt requested. The HA shall be the final authority as to the determination of the availability of funds.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):

2.1 **Statement of Need:** The HA requests bids from qualified firms to provide waste disposal containers and services and such other associated needs as the HA may from time to time define. These specifications set forth and convey to prospective Bidders the general type and quality of the Authority-wide waste disposal containers and services desired.

It is the HA's intent to enter into an Indefinite Delivery Indefinite Quantity (IDIQ) Contract with the successful Bidder for provision of these services for a period of two (2) years with an renewal options for one (1) additional three-year (3-year) period for a total potential term not to exceed five (5) years.

2.2 General Requirements:

2.2.1 Contractor shall provide Front-End Loaders, Open Containers, and Refuse Pickup Services (Waste Disposal Containers/Services), including provision of either **new or refurbished and painted containers in excellent condition** (except where the HA owns containers), at many of the HA's public housing developments. Sizes of containers, frequency of disposal, quantities, and locations are provided in Attachment C, the Fixed Fee Schedule.

2.2.2 Collections shall be made at the frequencies listed on the Fixed Fee Schedule. The 30- and 40-yard containers shall be collected "On Call." Smaller containers shall be collected once, twice, or more per week as shown on the Fixed Fee Schedule. Normal hours for pickup service will be from 8:00 a.m. to 5:00 p.m. Monday through Friday only, unless other arrangements have been agreed upon between the successful Bidder (Contractor) and the facility being serviced.

2.2.3 If a scheduled pickup falls on a holiday or is delayed due to weather conditions, these pickups are to be worked immediately on the last working day prior to the holiday, or the next working day following the inclement weather condition.

2.2.4 The HA shall provide unobstructed access to all equipment on the scheduled collection days. If the equipment is inaccessible so that the regularly scheduled pickup

cannot be made, Contractor shall promptly notify the HA and afford the HA a reasonable opportunity to provide the required access.

2.2.5 All containers (except where the HA already owns containers) will be furnished and maintained by the Contractor.

2.2.6 It shall be the responsibility of the Contractor to repair all containers damaged through negligence of the operator in emptying said containers, including but not limited to, failure to close doors properly and rough or improper handling. This applies both to Contractor-owned and HA-owned containers.

2.2.7 It shall be the responsibility of the Contractor to have at their disposal any labor and/or equipment that might be needed to ensure pickup schedule is properly maintained.

2.2.8 The requested services are to be performed in support of the Chattanooga Housing Authority's mission and in compliance with the requirements of HUD programs placed upon the Chattanooga Housing Authority by HUD or other entities or established by the Chattanooga Housing Authority.

2.2.9 All tasks shall be performed in a manner consistent with relevant Federal, state, and local laws, the Code of Federal Regulations, and various HUD Handbooks and Notices, as appropriate.

2.2.10 It is not the intent of these specifications to describe the means or methods to be selected by the Contractor or all of the minor items of workmanship and materials that may be required. However, the Contractor shall furnish, though not specified or shown, all materials and apparatus which is customary for work of this type.

2.2.11 Should any discrepancy in the quantity or specifications be discovered that might hinder the execution of work as specified, Contractor shall report it at once to the HA in writing.

2.2.12 The Chattanooga Housing Authority reserves the right to delete/reduce/increase any portion of the scope of work, or the quantity thereof, as deemed necessary.

2.2.13 Please contact the site manager or maintenance manager if you need to arrange for a site visit/walkthrough prior to submitting bid. An updated list of the sites and site management is attached (Attachment H). If you find it difficult to get through to site management, contact Larry Daniels (Office 423-752-4454; Cell 423-595-9381).

2.3 Special Requirements: Under the CHA-Emerald Villages (formerly Scattered Sites) grouping, Glenwood Hts. North (at Devel Lane) does not have garbage cans. Price their container as a handicap accessible container.

2.4 Ownership: All deliveries and/or other products of the Contract (including but not limited to all purchases, solicitation packages, reports, records, summaries, software documentation, and other matter and materials prepared or developed by the contractor in performance of this Contract) shall be the sole, absolute, and exclusive property of the HA, free from any claim or retention of rights, thereto on the part of the contractor, its agents, subcontractors, officers or employees.

2.5 Acceptance: Determination of acceptability of Contractor's work will be made by the HA. Work shall be completed in a responsible professional manner in accordance with the specification, schedules, or performance/operating standards incorporated in the Contract. The collection services will be monitored for quality on a regular basis by the contact person listed for the facility.

3.0 BID SUBMISSION REQUIREMENTS: This section describes the requirements for the bid package and submission to the HA in response to the IFB.

3.1 Responsive/Responsible Bidder: The HA intends to retain the successful Bidder pursuant to a "Low Bid" basis. However, each bid received will be reviewed for responsiveness (i.e. meets the minimum of the requirements) and to determine Bidder is a responsible Contractor based upon the documentation that the Bidder provides within the bid submittal. Therefore, so that the HA can properly evaluate the bids received, all bids submitted in response to this IFB must be formatted in accordance with the following sequence and must address each of the points detailed below. None of the proposed services may conflict with any requirement the HA has published herein or as issued by addendum.

3.2 Submission Conditions: By registering as a recipient of the IFB documents, each prospective bidder is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued or referenced by the HA. By completing, signing, and submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addenda pertaining to this IFB. Written notice from the bidder not authorized in writing by the HA to exclude any of the HA requirements contained within the documents may cause that bidder to not be considered for award.

3.3 Bid Format/Order: Electronic submission in pdf/A (Archival) format is requested; Fixed Fee Schedule must be on Bid Tables provided on Bonfire. NOTE: One (1) original signature document will be required to be submitted by the awardee after award is finalized. It should be in 8.5" x 11" format and will be retained by CHA as part of the original contract. The bid should include the components listed below in the order listed.

1. Completed bid cover sheet provided as a replacement for the bid envelope (Attachment A)
2. Bid Form (Attachment B)
3. Fixed Fee Schedule (Attachment C) - See Bid Tables on Bonfire website.
4. **CHA Certifications:** Complete and sign the required forms and certifications included in the IFB, which are:
 - 1) Certifications and Representations of Offerors (HUD-5369-C) (Attachment D)
 - 2) Profile of Firm (Attachment E)
 - 3) Corporation/Partnership Certification (Attachment F)
 - 4) Iran Divestment Act Certification (Attachment G)
5. Information requested in Section 3.4
6. Although not required to be submitted in your proposal, the selected bidder will be expected to execute these additional forms for incorporation into the Contract between the bidder and the HA:
 - 1) Statement of License Certificate
 - 2) Section 3 Clause Acknowledgement

- 3) Equal Employment Opportunity Form
- 4) Affirmative Action Plan
- 5) Certification for a Drug-Free Workplace (HUD-50070)
- 6) Certification of Payments to Influence Federal Transactions (HUD-50071)
7. See How to Obtain IFB Documents and forms in IFB Information At a Glance (page 1).

3.4 Required Information for Inclusion with Bid:

3.4.1 Information on the firm, financial soundness, stability (years in business), and its staff, providing sufficient information to assess the capability of the Bidder to respond to the range of services required.

3.4.2 A statement of the firm's experience in performing services similar in scope as those being requested by the HA in this IFB, particularly for Public Housing Authorities or similar governmental entities. Include at least five (5) references from previous clients of a similar size and nature (with full company and contact name, address, phone, email, and dates of service).

3.4.3 A narrative description outlining their understanding of the local, state, and Federal statutory and regulatory framework which governs the Waste Disposal Industry. The HA relies on the contractor to certify that they operate in compliance with all such laws and regulations.

3.4.4 Provide statement of the firm's capacity to perform Waste Disposal Services based on qualifications, staff, and equipment. Include a complete description of the products and services the firm provides and any other general information that the Bidder believes is appropriate to assist the HA in its review of firm's qualifications and capacity to perform this work.

3.4.5 Identify the firm's Project Manager to oversee this Contract and their current workload, as well as the firm's in general.

3.5 Fixed Fee Schedule: *The proposed fees shall be entered on the 2 Bid Tables on the Bonfire Website (considered as Fixed Fee Schedule - Attachment C.* The Fixed Fee Schedule will allow the Bidder to calculate a Total Base Bid proposed to complete the estimated work for **one year**. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the contractor will incur to provide the noted services, including but not limited to: employee wages and benefits, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, fuel, transportation, clerical support, etc. All containers shall be *F.O.B.-Destination to any CHA location.* The Total Base Bid amount will be used for comparison and award to the lowest responsive and responsible Bidder. Any Unit Price offered will be used to increase or decrease the Total Contract Amount should any properties/units listed be removed from or added to the resulting contract at any time, including at time of award. Compensation will be based on Unit Prices provided and will be paid only for such materials supplied or work actually performed during the course of the Contract. The HA shall guarantee no minimum or maximum amount of purchase during the lifetime of the Contract.

3.5.1 Entry of Unit Costs: Each Bidder must enter on the 2 Bid Tables on the Bonfire website (considered as Fixed Fee Schedule - Attachment C) the proposed cost per each unit for each site. Prices should only be entered in the columns with **Numeric** above them. If entries are made as directed, the formulas are already in place to produce the Total Monthly Estimate for each site (and overall) and the Total Annual Cost, which will be used for the Base Bid.

3.5.2 Additional Pricing Information: Bidder shall also provide its complete pricing structure and discount off price lists for each product line offered. After award, these pricing structures will be used to determine the unit prices of items available on the leveraged contract.

3.5.3 Additional Related Work That May Be Required: If the HA decides that it will/must retain the Contractor to perform any additional related work, the HA will determine if that work may be added as an amendment to this contract or must be solicited separately. To amend the contract, an equitable adjustment will be made in the cost of the contract to include such additional work. If the Contractor believes that a change in or addition to work is beyond the general scope of the agreement, it must notify the HA in writing within ten (10) days of being notified to begin such work. The final administrative authority in settling such disputes shall rest with the HA.

3.5.4 Price Changes: The HA will consider price increases only if it is evident that Contractor is unable to avoid or offset price increases from its supplier(s) through innovative approaches such as volume purchasing or helping supplier control its costs. The HA will not consider any price increase for the initial two-year (2-year) term of the Contract. Thereafter, the HA will only consider one price increase if and when the renewal option is initiated unless there are justifiable extenuating circumstances. (See Attachment I - Contract Form for further information.)

3.6 Bid Submission: All bids must be submitted and received online at <https://chahousing.bonfirehub.com/portal> no later than the submittal deadline stated herein (or within any ensuing addendum). A total of one (1) complete electronic/digital copy in pdf/A (Archival) format must be submitted, with the exception of the Fixed Fee Schedule being submitted in the 2 Bid Tables on the Bonfire website. Bids submitted after the published deadline will not be accepted. Awardee only will submit the original signature hard copy documents after award is determined.

Note: Respondents may transmit MS Word or Excel documents for budgets, exhibits or other attachments.

The documents must clearly state they are a bid in response to:

**IFB #O-873-00 - Waste Disposal Containers/Services - Due: March 26, 2020,
4:00 P.M. EST**

3.6.1 Bid Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED IF AWARDED THE CONTRACT! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations, or requirements are entered on any of the documents

that are submitted to the HA by the Bidder, such may invalidate that bid. If, after accepting such a bid, the HA decides that any such entry has not changed the intent of the bid that the HA intended to receive, the HA may accept the bid and the bid shall be considered by the HA as if those additional marks, notations or requirements were not entered on such. By registering as a recipient of the IFB documents, each prospective Bidder is thereby agreeing to confirm all notices that the HA delivers to him/her as instructed, and by submitting a bid, the Bidder is thereby agreeing to abide by all terms and conditions published herein and by addenda pertaining to this IFB.

3.6.2 Submission Responsibilities: It shall be the responsibility of each Bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the HA, including the IFB document, the documents listed within Section 3.3, and any addenda and required attachments submitted by the Bidder. By virtue of completing, signing, and submitting the completed documents, the Bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the Bidder not authorized in writing by the HA PA to exclude any of the HA requirements contained within the documents may cause that Bidder to not be considered for award.

3.7 Bidder's Responsibilities:

3.7.1 Contact With the HA: It is the responsibility of the proposer to address all communication and correspondence pertaining to this IFB process to the HA PA only. Bidders must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the HA to not consider a bid submittal received from any Bidder who has not abided by this directive.

3.7.2 Attachments: It is the responsibility of each proposer to verify that he/she has downloaded and reviewed the attachments pertaining to this IFB as listed in the Table of Contents, which are hereby included as a part of this IFB.

3.7.3 Addenda: All questions and requests for information must be addressed in writing through the Bonfire website by **12:00 p.m. EDT on March 19, 2020.** The HA PA will respond to all such inquiries in writing by addendum to all prospective Bidders (i.e. firms or individuals of record that have obtained the IFB Documents). During the IFB solicitation process, the HA PA will NOT conduct any substantive conversations between the HA and a single prospective Bidder that may give one prospective Bidder an advantage over other prospective Bidders. This does not mean that prospective Bidders may not contact the HA PA - it simply means that, other than making replies to direct the prospective Bidder where his/her answer has already been issued within the solicitation documents, the HA PA may not respond to the prospective Bidder's inquiries but will direct him/her to submit such inquiry in writing so that the HA PA may more fairly respond to all prospective Bidders in writing by addendum.

3.7.4 Terms and Conditions: By accessing the internet site and downloading this document or otherwise obtaining this document and submitting a bid, the successful Bidder thereby agrees to abide by all terms and conditions listed within (or included by reference): the IFB, contract form (please note that the HA reserves the right to amend this form as the HA deems necessary), and general conditions. However, the HA will consider any contract

clauses that the Bidder wishes to include therein, but the failure of the HA to include such clauses does not give the successful Bidder the right to refuse to execute the HA's contract form. **It is the responsibility of each prospective Bidder to notify the HA PA, in writing, prior to submitting a bid (and preferably before the deadline for questions given above), of any Contract clause that he/she is not willing to include in the final executed Contract and abide by.** Failure to abide by this timeframe shall relieve the HA, but not the prospective Bidder, of any responsibility pertaining to such issue. The HA will consider and respond to such written correspondence, and if the prospective Bidder is not willing to abide by the HA's response (decision), then that prospective Bidder shall be deemed ineligible to submit a bid.

3.7.5 Notification of No Bid: Potential Bidders who receive this IFB and do not wish to submit a bid are requested to reply on Bonfire before the date and time set forth for the receipt of bids.

3.8 Prebid Conference: There will be no Prebid Conference for this IFB.

4.0 CONTRACT AWARD:

4.1 Contract Award Procedure: If a contract (or contracts) is awarded pursuant to this IFB, the following detailed procedures will be followed:

4.1.1 It is anticipated that upon final completion of the bid review process, the Procurement Department will forward its recommendation to the HA CO for review. If the ensuing contract award is \$100,000 or greater, the award recommendation will be forwarded to the HA Board of Commissioners (BOC) at their next regularly scheduled meeting for approval. The HA BOC will then make its determination of whether or not to award the Contract as recommended. Contract price negotiations may, at the HA's option, be conducted prior to and/or after the Board approval.

4.1.2 If the Contract is awarded, all Bidders will receive by email through Bonfire a Notice of Award and Certified Bid Tabulation. Such notice shall inform all Bidders of:

- Which Bidder received the award
- Total Base Bid of each Bidder
- Each proposer's right to a debriefing and to protest

After review and Contract award, all bids and documents shall be available for public inspection.

4.2 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this IFB:

4.2.1 Contract Form: See Sample Contract, Attachment I, and at www.chahousing.org (click on "Doing Business") see General Conditions for Non-Construction Contracts, Sections I and II (HUD-5370-C) and other mandatory forms and documents for "Non-Construction Contracts," "Section 3 Information," and "Iran Divestment Act." By submitting a bid the successful Bidder thereby agrees to abide by all terms and conditions listed within the contract form and general conditions (please note that the HA reserves the right to amend this form as the HA deems necessary). However, the HA will consider any contract clauses

that the proposer wishes to include therein, but the failure of the HA to include such clauses does not give the successful proposer the right to refuse to execute the HA's contract form. It is the responsibility of each prospective Bidder to notify the HA, in writing, prior to submitting a bid, of any Contract clause that he/she is not willing to include in the final executed Contract and abide by. The HA will consider and respond to such written correspondence, and if the prospective Bidder is not willing to abide by the HA's response (decision), then that prospective Bidder shall be deemed ineligible to submit a bid.

4.2.2 Assignment of Personnel: The HA shall retain the right to demand and receive a change in personnel assigned to the work if the HA believes that such change is in the best interest of the HA and the completion of the contracted work.

4.3 Contract Period: The HA intends to award one Contract for an initial period of two (2) years. Upon completion of the initial Contract period, the HA may elect, at its sole discretion, to renew the Contract for one (1) additional three-year term, for a potential total term of five (5) years.

4.4 Licensing and Insurance Requirements: Prior to award (but not as a part of the bid submission) and before commencing work, the *successful Bidder* will be required to provide:

4.4.1 A copy of the Bidder's business license allowing that entity to provide such services within the City of Chattanooga and/or County of Hamilton, Tennessee;

4.4.2 Confirmation of the Offeror's filings with the Tennessee Secretary of State, confirming its authority to do business in the State of Tennessee (failure to maintain this authorization in a current status during the term of this contract shall constitute a material breach of the agreement).

4.4.3 Proof of insurance as outlined in provision 10 of the Sample Contract Form (Attachment I).

4.5 Right To Negotiate Final Services/Fees: The HA may not necessarily proceed with an award based on the initial bids received, and reserves the right to discuss contents of such bids to obtain additional information and to negotiate changes in the bid. The HA shall retain the right to negotiate the amount of fees that are paid to the successful bidder, with their bid being the basis for the beginning of negotiations. If such negotiations are not, in the opinion of the HA PA, successfully concluded within 5 business days, the HA shall retain the right to end such negotiations and begin negotiations with the next-lowest bidder. The HA prefers to make only one award. However, because of the complexity of the HA's needs, the HA reserves the right to negotiate with and make an award to more than one Bidder (separate contracts) based on any logical separation that results in the best value to CHA, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. low Bidder first, then next-lowest Bidder, following until a successful negotiation is reached). Contract award(s) will be made on the basis of the most advantageous bid(s) to CHA as determined by comparison of Base Bids and responsiveness and responsibility of the Bidder.

4.6 Contract Service Standards: All work performed pursuant to this IFB must conform and comply with all applicable local, state and Federal laws.

COVER SHEET
Information That Must Be On the Outside of a Sealed Bid Envelope!

BID:

Bid Solicitation # _____

Bid Solicitation Name _____

CONTRACTOR:

Bidder _____

State License # and Expiration Date _____

SUBCONTRACTORS:

Plumber _____

State License # and Expiration Date _____

Electrician _____

State License # and Expiration Date _____

Mechanical _____

State License # and Expiration Date _____

Masonry _____

State License # and Expiration Date _____

DATE & TIME OF BID OPENING _____

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BID FORM
Attachment A

(This Form must be fully completed and placed 1st in the bid submittal after the Cover Sheet.)

Instructions: Respondents to the CHA Invitation for Bids (IFB) for Waste Disposal Containers/Services Authority-Wide, Solicitation #O-873-00, must complete and submit this Bid Form. Bidders not using this form to respond will not be considered. One signed copy of this form and all items listed below must be completed and included in the single PDF file of the electronic/digital bid submittal, with the exception of the Fixed Fee Schedule (Attachment C) being submitted in the 2 Bid Tables on Bonfire. If more room is needed for a response to any request, please attach a sheet directly behind the pertinent page of the form and identify your response. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within bid submitted by the Bidder. Original signed hard copies will be required only from the awardee.

The penalty for making false statements in any offer is prescribed in 18 U.S.C. 1001.

X=ITEM INCLUDED	SUBMITTAL ITEMS
_____	<i>Fixed Fee Schedule (Attachment C) (2 Bid Tables on Bonfire)</i>
_____	<i>1 Electronic/Digital Copy of complete proposal incl documents below</i>
_____	Bid (Envelope) Cover Sheet (Attachment A)
_____	Bid Form (Attachment B)
_____	Certifications and Representations of Offerors (HUD-5369-C) (Attachment D)
_____	Profile of Firm Form (Attachment E)
_____	Corporation/Partnership Certification (Attachment F)
_____	Iran Divestment Act Certification (Attachment G)
_____	Requested Firm Information
_____	Reference Information
_____	Other Information (Any other information the Bidder wants to include for review)

(Company)

(Street Address)

(City/State/Zip)

(Telephone and FAX)

(E-Mail Address)

(State License No.)

(Federal I.D. and/or SSN)

The Chattanooga Housing Authority (CHA)

The above Offeror is an: () Individual () Corporation () Partnership () Joint Venture consisting of _____, () licensed to do business in the State where project is located.

ADDENDA (Offeror acknowledges receipt of the following Addenda):

Addendum No. _____ Date _____
Addendum No. _____ Date _____

An official authorized to sign and negotiate on behalf of the firm submitting this bid must sign this form below. Bids must be valid for a period of at least ninety (90) days.

In submitting this bid, it is understood that the right is reserved by the HA to reject any and all bids or to waive any informality in the bids. The HA reserves the right to request oral information or additional written documentation to supplement any or all written bids. The HA reserves the right to make a partial award, split award, or no award.

If written notice of the acceptance of this bid is delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required insurance certifications no later than ten (10) days after the "Notice of Award" or "Intent to Award."

BASE BID/UNIT PRICES

The proposed Unit Prices shall be entered on the Fixed Fee Schedule (Attachment C - 2 Bid Tables on Bonfire) as directed in Section 3.5. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the contractor will incur to provide the noted services, including but not limited to: employee wages and benefits, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, fuel, transportation, clerical support, etc. All containers shall be **F.O.B.-Destination to any CHA location**. The Total Base Bid amount will be used for comparison and award to the lowest responsive, responsible Bidder. Any Unit Price offered will be used to increase or decrease the Total Contract Amount should any properties/units listed be removed from or added to the resulting contract at any time, including at time of award. Compensation will be based on Unit Prices provided and will be paid only for such materials supplied or work actually performed during the course of the Contract. The HA shall guarantee no minimum or maximum amount of purchase during the lifetime of the Contract. The HA shall have the right to reject any bid which indicates an unbalanced bid or prices not realistic for the work.

The HA also requests the Bidder's complete pricing structure and discount offered off regular price lists for each product line offered. After award, these pricing structures may also be used to determine the unit prices of items available on the leveraged contract.

DISCOUNT OFFER

OFFEROR'S REFERENCE NUMBER - Solicitation #O-873-00

Unless otherwise qualified by the Offeror on this form: (1) discounts will be deducted from the gross purchase order price; and (2) time in connection with discounts offered will be computed from date of correct invoice.

TERMS _____

Offers not offering discount terms will be considered to require net payment in the number of days stated in the **Terms of Payment** clause. Early payment discounts will be considered in evaluating offers. Offers requiring net payment in less than 30 days will not be considered.

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO___. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submittal, which priority are you claiming? _____.

OFFEROR'S STATEMENT/ACCEPTANCE OF CHA TERMS AND CONDITIONS

The undersigned Offeror hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid, and by entering and submitting the costs where provided, the undersigned Offeror is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the HA, either in hard copy or on the noted website, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Bid Form, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered on the Fixed Fee Schedule.

We accept all CHA terms and conditions without exception: Yes _____ No _____
(If supplier is taking exceptions, please state exceptions taken on a separate attached sheet.)

AVAILABILITY TO OTHER GOVERNMENTAL ENTITIES

This contract may be made available for use by other governmental entities, utilizing the terms, conditions, and pricing established in this contract: Yes _____ No _____

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work and with the Scope of Work, Drawings, Maps, and/or Specifications issued and Addenda, if any thereto, as prepared by the HA, propose to furnish all labor, materials, equipment, permits, transportation, and services required to complete the work identified herein at the prices listed on the Fixed Fee Schedule (Attachment C).

COMPANY NAME

PERSON AUTHORIZED TO SIGN OFFER - Name and title (print or type)

Signature: _____

Date: _____

**FIXED FEE SCHEDULE
SOLICITATION #O-873-00
WASTE DISPOSAL CONTAINERS/SERVICES AUTHORITY-WIDE**

SEE 2 BID TABLES ON BONFIRE WEBSITE FOR ATTACHMENT C

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Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- ☐ Black Americans ☐ Asian Pacific Americans
☐ Hispanic Americans ☐ Asian Indian Americans
☐ Native Americans ☐ Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

PROFILE OF FIRM

(1) Prime ____ Subcontractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Permanent Main Office Street Address, City, State, Zip: _____

(4) Year Firm Established: _____

(5) If a corporation, where incorporated: _____

(6) Former Name and Year Established (if applicable): _____

(7) Name of Parent Company and Date Acquired (if applicable): _____

(8) Identify Principals/Partners in Firm (submit a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(9) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(10) Bidder Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian American (Male) _____%
 ☐ Public-Held Corporation _____%
 ☐ Government Agency _____%
 ☐ Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

☐ Resident-Owned* _____%
 ☐ African American _____%
 ☐ **Native American _____%
 ☐ Hispanic American _____%
 ☐ Asian/Pacific American _____%
 ☐ Hasidic Jew _____%
 ☐ Asian/Indian American _____%

☐ Woman-Owned (MBE) _____%
 ☐ Woman-Owned (Caucasian) _____%
 ☐ Disabled Veteran _____%
 ☐ Other (Specify): _____%

WMBE Certification Number: _____

Certified by (Agency): _____

(NOTE: A Certification Number Not Required To Bid - Enter If Available)

- (11) Federal Tax ID No.: _____
- (12) [APPROPRIATE JURISDICTION] Business License No.: _____
- (13) State of _____ License Type and No.: _____
- (14) Workers Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
- (15) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (16) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (17) Credit available: \$ _____
- (18) Give bank reference: _____
- (19) Provide your Dun & Bradstreet D-U-N-S number if you have one: _____
- (20) Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Chattanooga Housing Authority? _____
- (21) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Tennessee, or any local government agency within or without the State of Tennessee? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (22) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (23) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said bid are true.
- (24) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.
- (25) The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Chattanooga Housing Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Signature

Date

Printed Name

Company

CORPORATION CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor in the foregoing proposal; that _____, who signed this proposal on behalf of the Contractor was then _____ of said corporation; that said proposal was duly signed for and on behalf of said corporation by authority of its Board of Directors; and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of _____.

(Corporation)

(Officer)

(Date)

(Corporate Seal)

PARTNERSHIP CERTIFICATE

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me personally appeared _____
_____ known to me to be the person who
executed the above instrument, and who, being duly sworn, did depose and say that _____ is
a _____ in the firm of _____

_____ and that said firm consists of Affiant and _____

_____, and that Affiant
executed the foregoing instrument on behalf of said firm for the uses and purposes stated therein,
and that no one except the above-named members of the firm have any financial interest
whatsoever in said proposed contract.

(Affiant)

Sworn and subscribed to before me, this _____ day of _____, _____.

Notary Public

My Commission Expires:

The Iran Divestment Act

TCA §12-12-101 et. seq.

State of Tennessee

The Iran Divestment Act requires the state's chief procurement officer to publish and keep updated a list of persons and entities it determines engage in investment activities in Iran. Those who are included on this list are ineligible to contract with the state or any political subdivision. All bids and proposals submitted to political subdivisions must contain the bidder's sworn statement under the penalties of perjury:

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to TCA §12-12-106."

The affirmation by each bidder may be submitted electronically. Bids cannot be considered nor awards made to anyone without the required statement.

See documents on CHA website, www.chahousing.org, under "Doing Business" for additional information.

COMPANY NAME: _____

SUBMITTED BY: _____ Date: _____
(Signature)

NAME & TITLE: _____

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Chattanooga Housing Authority
HOUSING DEVELOPMENTS

COLLEGE HILL COURTS

1300 Grove St 37402
TN004000001 (497 Units)
(423) 752-4870
Fax: 648-7826
Mgr: Jason Farmer Fears
(423) 504-7869
jfarmer@chahousing.org
Maint: Vacant
(423) _____
[@chahousing.org](mailto:_____@chahousing.org)

EAST LAKE COURTS

2600 4th Avenue, 37407
TN004000002 (417 Units)
(423) 752-4885
Fax: 648-7790
Mgr: Natasha McKinley
(423) 503-1709
ahudson@chahousing.org
Maint: Ricky Hinton
(423) 815-1408
rhinton@chahousing.org

MARY WALKER TOWERS ^(*1)

2501 S. Market Street, 37408
TN004000007 (153 Units)
(423) 752-4892
Fax: 648-7694
Mgr: Latasha Rice
(423) 320-5883
lrice@chahousing.org
Maint: Robert Craven
(423) 400-0496
rcraven@chahousing.org

EMMA WHEELER HOMES

4900 Edinburg Drive, 37410
TN004000008 (340 Units)
(423) 752-4883
Fax: 821-9801
Mgr: Michael Twitty
(423) 316-4257
mtwitty@chahousing.org
Maint: Robert Lockett
(423) 227-9329
rlockett@chahousing.org

BOYNTON TERRACE APTS. ^(*1)

955 Boynton Drive, 37402
TN004000010 (250 Units)
(423) 752-4865
Fax: 648-7764
Mgr: Wanda Autry
(423) 710-0306
wautry@chahousing.org
Maint: Earl Ayers
(423) 356-5630
eayers@chahousing.org

GREENWOOD TERRACE, LLC

3056 Dee Drive, 37406
TN004000033 (98 Units)
(423) 752-4187
Fax: 648-2604
Mgr: Anthony Fears
(423) 488-1164
afears@chahousing.org
Maint: Vernon Sneed
(423) 551-2391
vsneed@chahousing.org

CHA-EMERALD VILLAGES

(4 Sites) (aka Scattered Sites)
(Use Greenwood Terrace
address/info above)

Glenwood Heights East

2516 Judson Lane, 37406
TN004000012 (29 Units)

Missionary Heights Apts.

500 Latimore Street, 37406
TN004000012 (44 Units)

Glenwood Heights North ^(*2)

107 Devel Lane, 37405
TN004000012 (14 Units)

Woodside Ave. Apts.

3012 Woodside Avenue, 37407
TN004000012 (24 Units)

FAIRMOUNT TOWNHOMES

(Use Greenwood Terrace
address/info above)

1311 Fairmount Avenue, 37405
TN004000034 (18 Units)

CROMWELL HILLS APTS.

3940 Camellia Drive, 37421
TN004000021 (200 Units)
(423) 752-4888
Fax: 648-7522
Mgr: Latonia Grant
(423) 653-2238
lgrant@chahousing.org
Maint: Mike Woods
(423) 718-1761
mwoods@chahousing.org

GATEWAY TOWERS ^(*1)

1100 Gateway Avenue, 37402
TN004000022 (132 Units)
(423) 752-4890
Fax: 648-7652
Mgr: Latasha Rice
(423) 320-5883
lrice@chahousing.org
Maint: Robert Craven
(423) 400-0496
rcraven@chahousing.org

DOGWOOD MANOR ^(*1)

959 Gateway Avenue, 37402
TN004000036 (136 Units)
(423) 668-2323
Fax: 266-0837
Mgr: Wanda Autry
(423) 710-0306
wautry@chahousing.org
Maint: James Tucker
(423) 362-0428
jtucker@chahousing.org

*1 = 62 Years & Older

*2 = Entire Site Subleased for
Special Program

Rev. 2/4/2020

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SAMPLE CONTRACT FORM
CONTRACT NO. 200-873-00

Between
CHATTANOOGA HOUSING AUTHORITY
And

(Federal ID No. _____)

WASTE DISPOSAL CONTAINERS/SERVICES AUTHORITY-WIDE

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the **Chattanooga Housing Authority** (hereinafter referred to as the "HA" or "CHA" OR "Owner") and _____, of the City of _____, County of _____, State of _____ (hereinafter referred to as "Contractor"), and consists of the following documents and all attachments thereto, which are hereby incorporated by reference. If there is any conflict between the documents, the following order of precedence shall govern:

- A. The contents herein as may be amended.
- B. Contractor's bid dated March ___, 2020.
- C. HA's Invitation for Bids (IFB)) dated March 12, 2020 and addenda.
- D. General Conditions for Non-Construction Contracts, Sections I and I (HUD-3170-C)

Incorporated by reference is any document or clause issued as a part of IFB #O-873-00 and any document referenced herein that has not been attached, and a copy of each such document is available from the HA upon written request for such. The mention herein of any statute or executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this Agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this Agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

W I T N E S S E T H:

WHEREAS, the HA and Contractor desire to enter into a contract for Waste Disposal Containers/Services for HA properties Authority-wide as needed,

NOW, THEREFORE, the HA and Contractor mutually agree as follows:

1. Scope of Services

Contractor shall provide the following services and all other services in accordance with the Scope of Work/Technical Specifications contained in the IFB #O-873-00 for Waste

The Chattanooga Housing Authority (CHA)

Disposal Containers/Services Authority-Wide and in Contractor's written bid dated May ____, 2020, which are herein enclosed and made a part of this Agreement:

A. Contractor shall provide front-end loaders and 30-yard and 40-yard rolloff containers and refuse pickup service (Waste Disposal Containers and Services), including provision of new or refurbished and painted containers in excellent condition (except where the HA owns containers), at many of the HA's public housing developments and offices. Sizes of containers, frequency of disposal, quantities, and locations are provided in Attachment C, the Fixed Fee Schedule.

B. Collections shall be made at the frequencies listed on the Fixed Fee Schedule. The 30- and 40-yard rolloff containers shall be collected "On Call." Smaller containers shall be collected once, twice, or more per week as shown on the Fixed Fee Schedule. Normal hours for pickup service will be from 8:00 a.m. to 5:00 p.m. Monday through Friday only, unless other arrangements have been agreed upon between the successful bidder (Contractor) and the facility being serviced.

C. If a scheduled pickup falls on a holiday or is delayed due to weather conditions, these pickups are to be worked immediately on the last working day prior to the holiday, or the next working day following the inclement weather condition.

D. All containers will be furnished and maintained in excellent condition by the Contractor. The collection services will be monitored for quality on a regular basis by the contact person listed for the facility.

E. It shall be the responsibility of the Contractor to repair all containers damaged through negligence of the operator in emptying said containers, including but not limited to, failure to close doors properly and rough or improper handling. This includes both Contractor-owned and HA-owned containers.

F. It shall be the responsibility of the Contractor to have at their disposal any labor and/or equipment that might be needed to ensure pickup schedule is properly maintained.

2. Term of Contract

Services under this Agreement shall commence on or about May 1, 2020. The initial Contract period shall be two (2) years. The HA may elect, at its sole discretion, to renew this Contract for one (1) additional three-year term, for a potential five-year term total.

3. Fees and Compensation

The HA will pay Contractor for all said services at the Unit Prices provided in the Fixed Fee Schedule (Attachment C) within this Contract for a **TOTAL NOT TO EXCEED (NTE) _____ AND NO/100 DOLLARS (\$_____)** for the initial two-year (2-year) Contract period. Needs may fluctuate during the course of the Contract and shall be ordered by Contract amendment. The HA shall guarantee no minimum or maximum amount of purchase during the lifetime of the Contract. The HA will pay Contractor only for those services performed and materials supplied. Contractor exceeds the NTE amount at his/her own risk. Contractor is under no

obligation to provide additional services/materials that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written amendment.

4. Price Changes

As part of its Supplier Excellence Initiative the HA expects its contractors to strive for continuous improvement in their operations, thereby improving quality and service to the HA. An element in this quality is the price of products and services. The Contractor shall look for ways to reduce costs and pass savings along to the HA in the form of stable or reduced prices.

The HA will consider price increases only if it is evident that Contractor is unable to avoid or offset price increases from its supplier(s) through innovative approaches such as volume purchasing or helping supplier control its costs. The HA will not consider any price increase for the initial two-year (2-year) term of the Contract. Thereafter, the HA will only consider one price increase if and when the renewal option is initiated unless there are justifiable extenuating circumstances.

A. Price increases for all affected items shall be submitted for consideration to the Contracting Officer (CO) only on an annual basis. No Unit Price shall be increased unless the Contractor's unit cost is increased.

B. Items will be furnished at price in effect at time the Request for Delivery is sent to the Contractor. Requests for increases must be submitted to the Contracting Officer in writing or on disks with sufficient data to support the requested increase(s). The HA will evaluate requests for price increases and if acceptable the revised prices will be made effective on the date of receipt or the effective date of the increase, whichever is later.

C. If the Contractor's net prices to others for like kind and quantity as those ordered by the HA are reduced, the Contractor agrees to give the HA the benefit of such reductions and to notify the Contracting Officer within thirty (30) days of the change. Price reductions will become effective on the date of such reductions to Contractor's other customers. Price reductions shall include manufacturer's normal and year-end rebates and/or credits.

D. Any changes in pricing structures identified in the Contractor's offer shall be negotiated with the HA. (A change of structure is when a manufacturer changes both published price lists and discount scheduled for such lists).

If, as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this Contract shall, subject to the following provisions, be adjusted accordingly. Prompt notice of price changes (increases or reductions) must be furnished to the Contracting Officer. The effective date of price increases shall be the date notice is received by the Contracting Officer or the effective date of the increase stated in the Contractor's notice to the Contracting Officer, whichever is later. The effective date of price reductions under this Contract shall be the effective date of such reductions. Price changes shall apply only to requests for delivery placed after the effective date of such changes. A request for delivery will be deemed to have been placed on the date received by the Contractor. However, if a price change results in a price increase which the Contracting Officer, in his or her sole discretion, determines to be unacceptable to the HA or not proven to be applicable to all customers, the HA, in lieu of paying the increased price, may upon written notice, cancel the remainder of the Contract (including any orders mailed by the HA without knowledge of the price increase if canceled within five days of receipt of notice of

the increase) without liability to either party. Notwithstanding the foregoing, prices will remain firm at least from the date of the Contractor's offer through 365 days after Contract award; and price increases shall not be applicable to this Contract during that period without regard to any price increases by the Contractor to its other customers, and thereafter the allowable price adjustment increases allowed by the HA shall not be proportionately larger than the general price increases to all Contractor's other customers.

5. Payment for Services

Contractor shall prepare and submit separate invoices to each individual public housing site (per the list provided) and for separate purchase orders (should there be any).

At a minimum, the invoice shall detail the following information:

- A. Unique invoice number
- B. Contractor's name, address, and telephone number
- C. Date of invoice and/or billing period
- D. Applicable Contract No. 200-873-00
- E. Applicable Purchase Order number
- F. Itemized Services Rendered
- G. Itemized and Total dollar amount being billed

The HA will pay each such properly completed invoice received thirty (30) days from receipt of invoice or acceptance of service, whichever is later. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this Contract.

6. Warranty

The Contractor warrants that all goods and services:

- A. Comply with the Contract;
- B. Are free from latent and patent defects in design, materials, and workmanship;
- C. Are suitable and adequate for the purposes for which they were designed and for other purposes, if any, specified in agreement; and
- D. Will give efficient and satisfactory service for one (1) year after their first operation (in case of equipment) or use by the HA in actual service, or, if the agreement provides for an acceptance test, for one (1) year after they have passed such test.

The Contractor shall at its expense, reperform services or remove, repair, replace, and install goods, or parts thereof, which prove defective or deficient in violation of this warranty provision. Any transportation costs associated with such repair or replacement shall also be borne by the Contractor. If it is impractical for the HA to wait for the Contractor, the HA may perform such actions at the Contractor's expense.

Materials, equipment, or work, or parts thereof, which fail to meet the warranties or other Contract guarantees or requirements may be rejected. However, if correction can be made through minor alterations or replacement of minor parts, and the Contractor proceeds immediately to make required corrections, the goods or services shall not be rejected

because of defects or deficiencies so corrected. Correction shall not extend performance time or prevent any claim for damages resulting from delay in performance or from any other cause. Operation or use by the HA of goods or services or any part thereof shall not constitute a waiver of the HA's rights under this Contract.

Any reperformed service or repair or replacement will be warranted as provided in (A) through (D) above.

The Contractor warrants that all goods or services are free from claims, demands, and encumbrances and that it will defend title thereto.

The foregoing warranties and remedies are in addition to any specific warranties, guarantees, or remedies contained in this agreement or available at law.

7. Right To Audit

A. Examination of Costs. The Contractor shall maintain, and the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this agreement and as to which the Contractor seeks reimbursement or payment under any provision of this agreement. This right of examination and audit shall include inspection at all reasonable times of the Contractor's facilities, or parts of them, engaged in performing the agreement.

B. Cost or Pricing Data. If the Contractor has submitted cost or pricing data in connection with pricing this agreement or any modification to this agreement, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit all books, records, documents, and other data of the Contractor (including computations and projections) related to proposing, negotiating, pricing, or performing the agreement or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination and audit shall extend to all information necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

C. Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

D. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraphs 1. and 2. above, for examination, audit, or reproduction, until 3 years after final payment under this agreement, or for any shorter period specified in this agreement, or for any longer period required by statute or by other clauses of this agreement. In addition: (1) this agreement is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and (2) records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this agreement shall be made available until such appeals, litigation, or claims are disposed of.

E. The Chief Financial Officer, his or her representative, shall have the same rights of examination and audit hereunder as those of the Contracting Officer.

F. The Contractor shall insert a clause containing all the terms of this clause, including this paragraph, in all subcontracts over \$10,000 under this agreement, altering the clause only as necessary to identify properly the contracting parties and the Contracting Officer under the HA prime agreement.

8. Funding Restrictions and Order Quantities

The HA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HA, if:

- A. Funding is not available;
- B. Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
- C. The HA's requirements in good faith change after award of the contract.

9. Termination of Contract

This Contract and all services to be rendered hereunder may be terminated by HA at any time with or without cause, by giving the Contractor ten (10) days written notice of such termination. In such event, all finished and unfinished documents, project data, reports and work papers shall, at the option of the HA, become its property and shall be delivered to it or to any party it may designate. In the event such termination is made for cause, compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in such termination. "Cause" is defined as the willful or grossly negligent failure of either party to comply substantially with the terms of this Contract. In the event of termination other than for cause, the HA shall pay Contractor for all services performed and expenses incurred until such termination becomes effective and any subsequent services performed or expenses incurred if such subsequent services or expenses are requested by HA.

10. Insurance Requirements

All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the Contract period, Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the HA. The maintenance of such insurance will not in any manner affect Contractor's obligation to indemnify CHA as provided in provision 19 below, but maintenance of such approved insurance shall be a condition precedent to the payment to Contractor of the compensation for the work and services provided for herein. All Certificates of Insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least **thirty (30) days** prior written notice has been given to the HA; **must list Chattanooga Housing Authority as the Certificate Holder and as "Additional Insured;" list the sites/work; and be original documents.** Before commencing work, Contractor shall furnish CHA with Certificate(s) of insurance showing the following insurance is in force and will insure all operations under the Contract:

- A. Workers Compensation, in accordance with the laws of the State of Tennessee, showing insurance carrier and coverage amount.
- B. Commercial General Liability (naming CHA as an Additional Insured, along with the applicable endorsement) with a combined single limit for bodily injury and

property damage of not less than **\$1,000,000.00** per occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000.

C. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in conjunction therewith for a combined single limit for bodily injury and property damage of not less than **\$500,000.00** per occurrence. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical payment of \$5,000.

D. As appropriate, an original certificate showing the bidder's Professional Liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a deductible of not greater than \$1,000.

E. Failure to maintain the above-referenced insurance coverage, including naming the Chattanooga Housing Authority as Additional Insured (where appropriate) during the term(s) of this Contract shall constitute a material breach thereof.

F. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HA:

Debbie Chadwick
Procurement Department
CHATTANOOGA HOUSING AUTHORITY
P.O. Box 1486
Chattanooga, TN 37401-1486

11. Subcontracting

Contractor shall not assign any right, nor delegate any duty for the work proposed (including but not limited to, selling or transferring the contract) without the prior written consent of the HA. Any purported assignment of interest or delegation of duty, without the prior written consent of the HA shall be void and may result in the cancellation of the contract with the HA or in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract, either as determined by the HA CO. Contractor shall be as fully responsible to the HA for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards and other provisions of this Contract.

12. Financial Viability and Regulatory Compliance

A. The Contractor warrants and represents that its corporate entity is in good standing with all applicable Federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this Contract. The Contractor further warrants and represents that it owes no outstanding delinquent Federal, state or local taxes or business assessments.

B. The Contractor agrees to promptly disclose to the HA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this Contract. The failure by the Contractor to disclose such issue to the HA in writing within five (5) days of such notification received will constitute a material breach of this Contract.

C. The Contractor further agrees to promptly disclose to the HA any change of more than fifty percent (50%) of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this Contract. The failure of the Contractor to disclose any change of more than fifty percent (50%) of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this Contract.

D. All disclosures made pursuant to this section of the Contract shall be made in writing and submitted to HA within the time periods required herein.

13. Permits

Unless otherwise stated in the IFB documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the HA or the bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the IFB shall reflect all costs required by the Contractor to procure and provide such necessary permits.

14. Health, Safety and Accident Prevention

In performing this contract, Contractor (and subcontractors) shall:

- A. Comply with all safety regulations and standards governing this type of labor as issued by the Secretary of Labor and by all local, state, and Federal entities.
- B. Protect the lives, health, and safety of employees and all other persons.
- C. Prevent damage to property, materials, supplies, and equipment.

15. Taxes

All persons doing business with the HA are hereby made aware that the HA is exempt from paying Tennessee State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

16. Jurisdiction of Law

The laws of the State of Tennessee shall govern the validity, construction, and effect of this Agreement, unless said laws are superseded by, or in conflict with, applicable Federal laws and/or Federal regulations. This Agreement will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Hamilton County, Tennessee is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney fees and costs incurred by such prevailing party. This Agreement may be signed in counterparts.

17. Official, Agent, and Employees of the Authority Not Personally Liable

In no event shall any official, officer, employee, or agent of the HA in any way be personally liable or responsible for any covenant or Agreement herein contained whether

expressed or implied, nor for any statement, representation, or warranty made herein or in any connection with this Agreement.

18. Limitation of Liability

In no event shall the HA be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.

19. Indemnification Clause

Contractor agrees to indemnify, hold harmless, and defend the HA, their Commissioners, employees, officers and agents, from and against all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incident thereto (including but not limited to the cost of defense, settlement, judgment, and reasonable attorney fees), which the HA may hereafter incur, become responsible for, or pay out as a result of death or bodily injury or property damage to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders for work done pursuant to the terms of this agreement, except liability for personal injury, property damage and/or loss of life or property caused by the sole negligence of the HA. Nothing contained herein shall waive any privileges or immunities set forth under the Tennessee Governmental Tort Liability Act.

20. Assignability of Contract

The HA's rights under this contract may, at the HA's sole discretion, be assigned per site to another entity such as a subsidiary of the HA or a management partner of the HA. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the HA; provided, however, that claims for money due or to become due the Contractor from the HA under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the HA.

21. Complete Agreement

This Agreement, together with the IFB, the response by Contractor to the IFB, and any supplements or modifications thereof signed by the parties or any documents and regulations referenced in aforementioned documents comprise the complete Agreement. None of the parties has made any representations or warranties other than those set forth in this Agreement and referenced documents and such supplements or modifications, if any. This Agreement may be executed in any number of counterparts which, when read together, shall constitute in the aggregate one instrument.

22. Waiver of Breach

A waiver of either party of any terms or conditions of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

23. Validity

Should any part, term, or provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

IN WITNESS WHEREOF, the HA and Contractor have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 2020.

CHATTANOOGA HOUSING AUTHORITY

WITNESS:

BY:

Elizabeth F. McCright
Contracting Officer

(License # _____)

WITNESS:

BY:

Name
Title